

AG Contract No.: KR04-0843TRN  
ADOT ECS File No.: JPA 04-028  
Project: US 95 -Traffic Signal  
Construction & Maintenance  
Section: Fortuna Rd./(Avenue 11E) at Jct of US95  
TRACS No.: HX152 S1D  
Budget Source Item No.: 71206

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 4th October, 2004, pursuant to Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the YUMA COUNTY, ARIZONA, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-201, § 11-251 and § 28-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. The State and the County desire to participate in the construction and maintenance of a new warranted traffic signal located at milepost (MP) 33.86 of US 95, at the intersection of Fortuna Road also known as Avenue 11E, at an estimated cost of \$140,000.00, hereinafter referred as the "Project", for the safety and benefit of the traveling public. The State will provide design and construction of the Project, and maintenance for the traffic signal and lumination. The County will be responsible for one-third (1/3) of the Project cost and all electrical energy for the operation of traffic signal and lumination.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 27131  
Filed with the Secretary of State  
Date Filed: 10/04/04  
Janice K. Brewer  
Secretary of State

By: Timothy D. Gruenewald

**II. SCOPE OF WORK**

## 1. The State will:

- a. Upon execution of this Agreement, invoice the County for its share of one-third (1/3) of the estimated Project cost, at \$46,667.00.
- b. Provide to State standard, design plans, specifications and all other documents and services required for construction bidding and construction of traffic signal. Incorporate or resolve County's review comments.
- c. Be responsible for two-third (2/3) of the estimated Project cost, at \$93,333.00.
- d. Call for bids and award one or more contracts for the construction of the signal. Administer contract(s) and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.
- e. Upon completion of the Project, provide the County with a recapitulation of the Project cost, invoice or reimburse the County for one-third (1/3) of any difference between the estimated amount paid by the County and the actual costs of the Project,
- f. Upon completion and acceptance of the Project by the State, provide maintenance to the traffic signal and lumination, all at State expense.

## 2. The County will:

- a. Upon execution of this Agreement, and within 30 days after receipt of an invoice, remit the State one-third (1/3) of the estimated Project cost in an amount of \$46,667.00.
- b. Review the design documents and provides design review comments for the Project.
- c. Be responsible for any cost increases and contractor claims for extra compensation due to delays or whatever reason attributable to the County.
- d. Upon completion and acceptance of the Project, and within 30 days after receipt of an invoice for the actual cost of the Project, reimburse the State one-third (1/3) of the difference between the estimated amount paid by the County and the actual costs incurred by the State for the Project.
- e. Upon completion and acceptance of the traffic signal by the State, provide electrical energy to operate the traffic signal and lumination, all at the County's expense.
- f. Grant the State a perpetual "Right of Way Use Permit", permitting the State to access the County's rights-of-way, as required to perform maintenance of the traffic signal and lumination.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said project, except any provisions for maintenance, access, and electrical energy shall be perpetual, but subject to State budgeting laws, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event this Agreement is terminated by the County, the State shall in no way be obligated to maintain said project.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State and the County under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State or the County at the end of the period for which the funds are available. No liability shall accrue to the State or the County in the event this provision is exercised, and the State or the County shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX : (602) 712-7424

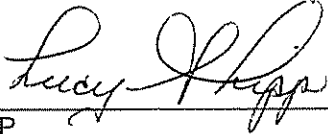
Yuma County  
Yuma County Engineer  
2703 S. Avenue B  
Yuma, AZ 85364  
TEL: (928) 329 2300

9. Pursuant to Arizona Revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


**YUMA COUNTY, ARIZONA**  
Board of Supervisors

By   
LUCY SHIPP  
Chairman

**STATE OF ARIZONA**  
Department of Transportation

By   
MICHAEL P. MANTHEY P.E.  
State Traffic Engineer

ATTEST

By   
SUE STALLWORTH  
Clerk

OFFICE OF THE  
BOARD OF SUPERVISORS  
198 Main Street  
Yuma, Arizona 85364

DAVID R. GARCIA  
COUNTY ADMINISTRATOR



LENORE LOROÑA STUART  
DISTRICT 1  
LUCY SHIPP  
DISTRICT 2  
CASEY PROCHASKA  
DISTRICT 3  
MARCO A. (TONY) REYES  
DISTRICT 4  
ROBERT J. (BOB) McLENDON  
DISTRICT 5

STATE OF ARIZONA)

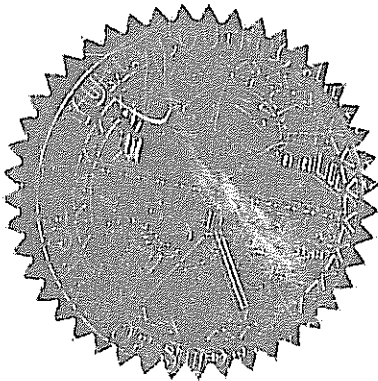
SS.

COUNTY OF YUMA)

I, Sue Stallworth, Clerk of the Board of Supervisors, do hereby certify that I am required by law to maintain custody of the minutes of the Yuma County Board of Supervisors, and that the following is a true and correct copy of the portion of the minutes of the Board of Supervisors' meeting held September 8, 2004:

Supervisor Prochaska made a motion, seconded by Supervisor McLendon, that the Board of Supervisors approve the Intergovernmental Agreement with the State of Arizona/Department of Transportation, for the installation of a new traffic signal at the intersection of *Fortuna Road (aka: Avenue 11E)* and *U.S. Highway 95*. The motion carried.

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Yuma, the County Seat, this 15<sup>th</sup> day of September, 2004



  
SUE STALLWORTH,  
Clerk of the Board

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODALTRANSPORTATION DIVISION, and YUMA COUNTY, an agreement among public agencies, which has been reviewed pursuant to A.R.S. §11-951 through §11-954 and declare this agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 24<sup>th</sup> day of August, 2004

Lori A Butler

Lori A. Butler, Special Deputy County Attorney  
Yuma County



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR04-0843TRN (**JPA 04-028**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 27, 2004

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section